

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LLOYD JONES and BARON SPENCER, on
Behalf of Themselves and Others Similarly
Situated,

No. 17 Civ. 7577(JGK)

Plaintiffs,

- against -

CITY OF NEW YORK,

Defendant.

**STIPULATION AND ORDER OF SETTLEMENT AND DISCONTINUANCE
REGARDING ATTORNEYS' FEES, COSTS, AND EXPENSES**

WHEREAS, this class action was resolved pursuant to the terms of a settlement agreement dated October 21, 2022 (the "Settlement Agreement"), which received final approval by the Court on July 11, 2023; and

WHEREAS, pursuant to paragraph 79 of the Settlement Agreement, Class Counsel can make an application seeking Court approval for attorneys' fees and expenses of up to a cap of the lower of (a) 10% of the Potential Benefit to the Class, or (b) 25% of the Actual Benefit to the Class, and Defendant City of New York (the "Defendant" or "City") reserved the right to respond to Class Counsel's application, including that Class Counsel's fees should not be awarded based on a percentage of the Actual/Potential Benefit and should instead be assessed and awarded based on a lodestar calculation, with the possibility of an additional multiplier;

WHEREAS, pursuant to paragraph 88 of the Settlement Agreement, Defendant City of New York agreed to pay all Court-approved attorneys' fees and costs;

WHEREAS, Class Counsel have incurred attorneys' fees, costs, and expenses arising from litigation of the above-captioned action and administration of the Settlement Agreement; and

WHEREAS, the law firm of Romano and Kuan, PLLC withdrew as Class Counsel and Julia Kuan is now a partner at Emery Celli Brinckerhoff Abady Ward & Maazel LLP; and

WHEREAS, Class Counsel now consists of Emery Celli Brinckerhoff Abady Ward & Maazel LLP ("Emery Celli") and Kaufman Lieb Lebowitz & Frick ("KLLF"); and

WHEREAS Defendant denies any and all liability arising out of Plaintiffs' allegations in this action; and

WHEREAS, Plaintiffs, Class Counsel and Defendant now seek to resolve all attorneys' fees, costs, and expenses, both those incurred to date and those that may be incurred in the future for the above-captioned class action; and

NOW, THEREFORE, Class Counsel EMERY CELLI BRINCKERHOFF ABADY WARD & MAAZEL LLP ("Emery Celli") and KAUFMAN LIEB LEBOWITZ & FRICK ("KLLF") and Defendant City of New York stipulate and agree, and the Court hereby orders pursuant to Fed. R. Civ. P 23(h), as follows:

1. In consideration of payment of the sum set forth in paragraph "2" below, the claim for attorneys' fees, costs and expenses is hereby dismissed with prejudice.

2. Defendant City of New York agrees to pay the total sum of Eight Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$8,250,000.00) in full satisfaction of ALL claims for attorneys' fees, costs and expenses incurred and any additional attorneys' fees, costs and expenses that may be incurred in the future in connection with the above-captioned class action including, but not limited to, attorneys' fees, costs and expenses related to the

administration of the class action settlement (the “Fees Payment”). Nothing herein releases or impacts the City’s obligation to pay the Settlement Administrator pursuant to paragraphs 87 and 93 of the Settlement Agreement.

3. Pursuant to paragraph 88 of the Settlement Agreement, Defendant agrees to make the Fees Payment within 21 business days of the Court’s approval of this Stipulation and Order once such Stipulation and Order becomes final (i.e., 30 days after the Court’s approval, or if an attempt to appeal is made from such order or any portion thereof, after the attempt to appeal is resolved).

4. The Fees Payments shall be made payable to “Emery Celli Brinckerhoff Abady Ward & Maazel LLP”.

5. In consideration for the Fees Payment, Class Counsel, on behalf of itself and the Plaintiff Class (collectively, “Releasers”), agree to the dismissal of all claims for attorneys’ fees, costs, and expenses, and do hereby release and discharge Defendant City of New York and its successors and assigns, and all past and present officials, employees, departments, agencies, representatives, directors, and agents of the City of New York from any and all liability, claims, and/or rights of action arising from or relating to any claims Releasers may have for attorneys’ fees, costs and expenses arising out of this class action including, but not limited to, attorneys’ fees, costs and expenses related to the administration of the class action settlement

6. The Parties agree that they will fully cooperate and exercise good faith efforts to obtain approval of this Stipulation of Settlement.

7. Upon execution of this Stipulation and Order, and pursuant to paragraph 88 of the Settlement Agreement, Emery Celli and KLLF shall each execute separate Releases based upon the terms of paragraphs “2” and “5” above and each shall complete a substitute W-9 form

and promptly provide these Releases and the substitute W-9 forms to Defendant's undersigned counsel.

8. Payment of the amount specified in paragraph "2" is conditioned upon delivery of all documents reasonably necessary to effectuate this Stipulation and Order as described in paragraph "7".

9. Nothing contained herein shall be deemed to be an admission by Defendant that it has in any manner or way violated either Plaintiffs' rights or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, or Defendant, or any other rule, regulation, or bylaw of any department or subdivision of the City of New York or Defendant.


10. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

11. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation, proceeding, or settlement negotiation, except as may be necessary to enforce its terms.

12. This Stipulation of Settlement shall become null and void, and shall be without prejudice to the rights of Plaintiffs and Defendant, all of whom shall be restored to their respective positions existing immediately before they entered this agreement, in the event that the Court does not approve this Stipulation of Settlement and the amount of attorneys' fees, costs, and expenses contained herein. In that event, Class Counsel will retain the right pursuant to paragraph 79 of the Settlement Agreement to submit an application for attorneys' fees, costs, and expenses to the Court.

13. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument, and will be binding when it has been executed and delivered by the last signatory. A facsimile or scanned signature is an original signature for purposes of this Agreement.

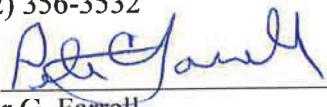
Dated: August 24, 2023


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By: 
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SO ORDERED:

/s/ John G. Koeltl

THE HONORABLE JOHN G. KOELTL
United States District Judge
Dated August 28, 2023
New York, New York